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of the shipment as agreed, concurred with the act of God, so as to make it liable held under the evidence for the jury.

[Ed. Note.—For other cases, see 2 Va.-W. Va. Enc. Dig. 680, 681.]

3. Carriers (§ 176*)—Carrier Not Liable for Delay in Delivering to Connecting Carrier Failing to Call for Same.—Defendant carrier is not liable for failure to deliver a shipment of potatoes to a connecting carrier, where it was informed by plaintiff that connecting carrier would send its steamer for the shipment, and the connecting carrier, knowing that the shipment was ready, failed to do so.

[Ed. Note.—For other cases, see 2 Va.-W. Va. Enc. Dig. 681, 682.]

Error to Circuit Court of City of Norfolk.

Action by L. J. Upton & Co., Incorporated, against the Merchants' & Miners' Transportation Company. There was a judgment for plaintiff, and defendant brought error, and plaintiff assigned cross-errors. Affirmed.

Hughes, Little & Seawell, of Norfolk, for plaintiff in error.
E. R. F. Wells, of Norfolk, for defendant in error.

CHILES v. BOWYER et al.

June 10, 1920.

[103 S. E. 619.]

1. Evidence (§ 277*)—Husband's Admissions as to Wife's Interest in Land Admissible as Declarations against Interest.—Evidence of husband's admissions that wife had a half interest in land, and assurances to wife that land had been conveyed to both of them, held admissible in action following husband's death, in which it was claimed by husband's heirs, as against wife's heirs, that land had been conveyed to wife by mistake, being statements in disparagement of title.

2. Reformation of Instruments (§ 45 (4)*)—Evidence Held Not to Show That Wife Was Named with Husband as Grantee by Mistake.—In action by plaintiff, claiming under husband, against wife's heirs, to reform deed conveying land to husband and wife, on grounds that wife's name had been included by mistake, evidence held insufficient to prove that wife was named as grantee by mistake, in view of significance of deed itself.

3. Frauds, Statute of (§ 106 (1)*)—Undelivered Deed Held Enforceable by Grantee in Possession as a Contract.—Where deed executed pursuant to parol contract was signed, sealed, and acknowledged, and constituted a true expression of the contract between the parties,

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

and where grantee took possession of the property and paid consideration named in deed, the deed, if invalid for nondelivery, will be enforced as a contract; the expression of the terms of the contract in deed taking the contract out of the statute of frauds.

Appeal from Circuit Court, Botetourt County.

Suit by G. P. Chiles against J. W. Bowyer and others. From the decree rendered, plaintiff appeals. Affirmed.

O. B. Harvey, of Clifton Forge, and *Geo. A. Revercomb*, of Covington, for appellants.

Haden & Haden, of Fincastle, for appellees.

WINN BROS. & BAKER, Inc., v. LIPSCOMBE.

June 10, 1920.

[103 S. E. 623.]

1. Trial (§ 253 (7)*)—Instruction Directing Verdict on Inadequate Statement of Facts Erroneous.—Instructions, which in substance direct a verdict on a partial and inadequate statement of facts, are erroneous.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 627, 628.]

2. Trial (§ 296 (2)*)—Instructions Held Sufficient in View of Other Instructions.—In action for cost of apples purchased for defendant by plaintiff and for commissions earned, instruction to find for plaintiff if he had been authorized to purchase the apples for defendant held not objectionable as against contention that it authorized verdict for plaintiff without requiring that he exercised proper care to see that apples were shipped and packed in proper condition, in view of other instruction, with which such instruction must be read, submitting question whether plaintiff was in default in the discharge of his duties.

3. Principal and Agent (§ 89 (10)—Instruction as to Plaintiff's Authority to Buy Apples for Defendant Held Warranted.—In action for cost of apples purchased for defendant by plaintiff and for commissions earned in so doing, evidence held to warrant instruction submitting question of whether defendant authorized the purchase of the particular apples.

4. Trial (§ 329*)—Verdict Must Dispose of All Issues Affecting its Correctness.—A verdict, to be valid, must dispose of all the issues in the case which affect the correctness of the verdict; and, if it is uncertain whether the verdict responds to all of such issues it is invalid.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 612.]

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.